

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

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In re:	)	Chapter 11
QUEBECOR WORLD (USA) INC., <i>et al.</i> ,	)	Case No. 08-10152 (JMP)
	)	(Jointly Administered)
Debtors.	)	
	)	Hon. James M. Peck

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**NOTICE OF (I) ENTRY OF ORDER CONFIRMING THIRD AMENDED JOINT PLAN  
OF REORGANIZATION OF QUEBECOR WORLD (USA) INC. AND CERTAIN  
AFFILIATED DEBTORS AND DEBTORS-IN-POSSESSION; (II) OCCURRENCE OF  
EFFECTIVE DATE; AND (III) DEADLINES FOR FILING CERTAIN  
ADMINISTRATIVE CLAIMS AND CLAIMS ARISING FROM THE REJECTION OF  
EXECUTORY CONTRACTS OR UNEXPIRED LEASES**

**PLEASE TAKE NOTICE OF THE FOLLOWING:**

**1. Confirmation of the Plan and Occurrence of the Effective Date.**

On July 2, 2009, the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) entered an order (the “Confirmation Order”) confirming the Third Amended Joint Plan of Reorganization of Quebecor World (USA) Inc. and Certain Affiliated Debtors and Debtors-in-Possession, dated July 1, 2009, as modified (the “Plan”). On July 21, 2009, the Effective Date of the Plan occurred and the Debtors have emerged from chapter 11 as reorganized entities (collectively, the “Reorganized Debtors”). Unless otherwise defined in this Notice, capitalized terms and phrases used herein have the meanings given to them in the Plan and Confirmation Order.

**2. Copies of the Plan and Confirmation Order.**

Copies of the Confirmation Order and Plan are available from the Claims Agent upon written request to Donlin, Recano & Company, Inc., Re: Quebecor World (USA) Inc., et al., 419 Park Avenue South, Suite 1206, New York, NY 10016, by calling (212) 771-1128 or by visiting [www.qwusadocket.com](http://www.qwusadocket.com). Parties also may obtain a copy of the Confirmation Order and Plan online through the Bankruptcy Court website at [www.nysb.uscourts.gov](http://www.nysb.uscourts.gov) (a PACER account is required).

**3. Bar Dates.**

**PLEASE TAKE FURTHER NOTICE OF THE FOLLOWING BAR DATES.**

Notwithstanding anything to contrary in the Plan or Confirmation Order, any Person or holder of a claim that fails to file an Administrative Claim Form or a request for payment on account of such claims set forth below, on or before the applicable bar date set forth below, shall be forever barred from asserting such claim or filing a request for payment or proof of claim with respect thereto, and the Debtors, the Reorganized Debtors, their Estates, and their respective assets shall be forever discharged and released from any and all indebtedness or liability with respect to such claim, and such Person or holder shall not

be entitled to receive any distribution in these Chapter 11 Cases or otherwise from the Debtors, the Reorganized Debtors, their Estates, and their respective assets on account of such claims.

a. **Professional Claims.** In accordance with Article 9.2 of the Plan, all final requests for payment of Professional Claims and requests for reimbursement of expenses of members of the Creditors' Committee must be filed no later than the last day of the third full month after the Effective Date. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and prior orders of the Bankruptcy Court, the allowed amounts of such Professional Claims and expenses will be determined by the Bankruptcy Court.

b. **Substantial Contribution Claims.** Pursuant to Article 9.4 of the Plan, any Person who requests compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Cases pursuant to sections 503(b)(3), (4), and (5) of the Bankruptcy Code must file an application with the clerk of the Bankruptcy Court on or before the 45th day after the Effective Date (the "Substantial Contribution Deadline"), and serve such application on counsel for the Debtors, the Creditors' Committee, the United States Trustee for the Southern District of New York, and such other parties as may be decided by the Bankruptcy Court and required under the Bankruptcy Code on or before the Substantial Contribution Deadline.

c. **Administrative Claims.** Except as otherwise provided in Article 9.6 of the Plan, section 503(b)(1)(D) of the Bankruptcy Code, or in a Bar Date Order or other order of the Bankruptcy Court (including the Confirmation Order), unless previously filed, requests for payment of Administrative Claims must be filed and actually received, in substantially the form of the Administrative Claim Form attached to the Plan as Exhibit 9.6 (a copy of the Administrative Claim Form can be obtained from the website of the Debtors' Claims Agent at [www.qusadocket.com](http://www.qusadocket.com)), with the Claims Agent and served on counsel for the Debtors and the Creditors' Committee or Joint Claims Oversight Committee, as applicable, **no later than 5 p.m. prevailing Eastern time on September 21, 2009**. Any request for payment of an Administrative Claim that is not timely filed and served will be disallowed automatically without the need for any objection from the Debtors or the Reorganized Debtors. Unless the Debtors or the Reorganized Debtors object to an Administrative Claim within 150 days after the Administrative Claims Bar Date (unless such objection period is extended by agreement of the Debtors or Reorganized Debtors, as applicable, and the Creditors' Committee or Joint Claims Oversight Committee, as applicable, or by Order of the Bankruptcy Court), such Administrative Claim will be deemed allowed in the amount requested. **The Plan does not modify any Bar Date Order already in place, including the Bar Date for claims entitled to administrative priority under section 503(b)(9) of the Bankruptcy Code.** Notwithstanding the forgoing, holders of Administrative Claims arising from liabilities incurred by a Debtor in the ordinary course of its business on or after the Petition Date, including Administrative Claims arising from or with respect to the sale of goods or provision of services on or after the Petition Date in the ordinary course of the applicable Debtor's business (including, without limitation, wages, salaries, taxes, commissions and trade payables), shall not be required to file or serve any request for an Administrative Claim, except with respect to those that remain outstanding and unpaid by the Debtors beyond ordinary business terms or prior course of business dealings.

d. **DIP Facility Claims.** Holders of DIP Facility Claims shall not be required to file or serve any request for payment for application for allowance of such DIP Facility Claims. Such DIP Facility Claims shall be satisfied pursuant to Article 9.1 of the Plan.

e. **Servicer Fee Claims.** Holders of Servicer Fee Claims shall not be required to file or serve any request for payment for application for allowance of such Servicer Fee Claims, except as specifically set forth in Article 9.3 of the Plan.

f. Contract Rejection Damages Claims. Except as otherwise provided in the Plan, or a Final Order of the Bankruptcy Court approving the rejection of an executory contract or unexpired lease (including the Confirmation Order), Claims arising out of the rejection of an executory contract or unexpired lease pursuant to the Plan must file with the Claims Agent and/or Bankruptcy Court on or before the later of: (a) 30 days after the Effective Date; or (b) for executory contracts identified on Exhibit 7.5 to the Plan, 30 days after (i) the service of a notice of such rejection is served under the Contract Procedures Order, if the contract counterparty does not timely file an objection to the rejection in accordance with the Contract Procedures Order or (ii) if such an objection to rejection is timely filed with the Bankruptcy Court in accordance with the Contract Procedures Order, the date that an Order is entered approving the rejection of the applicable contract or lease or the date that the objection to rejection is withdrawn.

g. Rejected Employee Agreements. With respect to any Person who was a participant in any Rejected Employee Agreement who fails to elect to participate in any new Employee Plan, Claims arising out of such Rejected Employee Agreement must be filed with the Claims Agent and/or Bankruptcy Court and served upon the Debtors no later than 30 days after the Effective Date.

#### **4. Objection to Proposed Assumption or Rejection of Executory Contracts or Leases.**

Except as otherwise provided in the Plan, or a Final Order of the Bankruptcy (including the Confirmation Order), the deadline for a counterparty to an assumed or rejected executory contract or lease to file an objection to such assumption or rejection is the later of: (i) June 19, 2009 or (ii) ten (10) days after the filing and notice of an amendment to the schedule(s) of assumed or rejected contracts and leases, where such counterparty's executory contract or lease has been added, deleted or modified on the applicable schedule(s) of assumed or rejected contracts and leases.

#### **5. Bankruptcy Court Address.**

For purposes of providing notice, if applicable, the address of the Bankruptcy Court is One Bowling Green, New York, New York 10004-1408.

#### **6. Notice Parties' Service Address.**

For purposes of providing notice, if applicable, the service addresses of the following parties are: (a) Counsel to the Debtors, Arnold & Porter LLP, 399 Park Avenue, New York, New York 10022 (Attention: Michael J. Canning, Esq., Neil M. Goodman, Esq., and Joel M. Gross, Esq.), (b) Counsel to QWI, Ogilvy Renault LLP, 1 Place Ville Marie, Suite 2500, Montreal, Quebec, Canada H3B 1R1 (Attention: Louis J. Gouin, Esq. and Sylvain Rigaud, Esq.); (c) Counsel to the Monitor in the Canadian Proceedings, Allen & Overy LLP, 1221 Avenue of the Americas, New York, New York 10020 (Attention: Ken Coleman, Esq.), (d) Counsel to the Creditors' Committee, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036 (Attention: Ira S. Dizengoff, Esq. and David H. Botter, Esq.), (e) Counsel to the Syndicate Agreement Agent, Latham & Watkins LLP, Sears Tower, Suite 5800, 233 South Wacker Drive, Chicago, Illinois 60606 (Attention: Richard Levy, Esq. and Peter Knight, Esq.), (f) Counsel to the Ad Hoc Group of Noteholders, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019 (Attention: Andrew N. Rosenberg, Esq.).

## 7. Service Upon Claims Agent.

For purposes of providing notice or filing Administrative Claims or Contract Rejection Damages Claims, if necessary, the service addresses of the Claims Agent are (a) **If sent by mail**, send to: Donlin, Recano & Company, Inc., Re: Quebecor World (USA) Inc., et al., Claims Processing, P.O. Box 2062, Murray Hill Station, New York, NY 10156, (b) **If sent by Overnight Courier**, send to: Donlin, Recano & Company, Inc., Re: Quebecor World (USA) Inc., et al., Claims Processing, 419 Park Avenue South, Suite 1206, New York, NY 10016, or (c) **If sent by Hand Delivery**, deliver to: Donlin, Recano & Company, Inc., Re: Quebecor World (USA) Inc., et al., Claims Processing, 419 Park Avenue South, Suite 1206, New York, NY 10016 or United States Bankruptcy Court, Southern District of New York, Clerk's Office, Re: Quebecor World (USA) Inc., et al., One Bowling Green, Room 534, New York, NY 10004-1408. Original Administrative Claim Forms or other applicable proof of Claims must actually be received by the Claims Agent on or before the applicable bar date to be timely filed. Claims submitted by facsimile or e-mail will not be accepted.

Dated: New York, New York

July 21, 2009

ARNOLD & PORTER LLP  
399 Park Avenue  
New York, New York 10022-4690  
Telephone: (212) 715-1781  
Facsimile: (212) 715-1399

*Counsel for the Debtors  
and Debtors In Possession*<sup>1</sup>

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<sup>1</sup> The Debtors are the following entities: Quebecor World (USA) Inc., Quebecor Printing Holding Company, Quebecor World Capital Corporation, Quebecor World Capital II GP, Quebecor World Capital II LLC, WCZ, LLC, Quebecor World Lease GP, Quebecor World Lease LLC, QW Memphis Corp., The Webb Company, Quebecor World Printing (USA) Corp., Quebecor World Loveland Inc., Quebecor World Systems Inc., Quebecor World San Jose Inc., Quebecor World Buffalo Inc., Quebecor World Johnson & Hardin Co., Quebecor World Northeast Graphics Inc., Quebecor World UP / Graphics Inc., Quebecor World Great Western Publishing Inc., Quebecor World DB Acquisition Corp., WCP-D, INC., Quebecor World Taconic Holdings Inc., Quebecor World Retail Printing Corporation, Quebecor World Arcata Corp., Quebecor World Nevada Inc., Quebecor World Atglen Inc., Quebecor World Krueger Acquisition Corp., Quebecor World Book Services LLC, Quebecor World Dubuque Inc., Quebecor World Pendell Inc., Quebecor World Fairfield Inc., QW New York Corp., Quebecor World Dallas II Inc., Quebecor World Nevada II LLC, Quebecor World Dallas, L.P., Quebecor World Mt. Morris II LLC, Quebecor World Petty Printing Inc., Quebecor World Hazleton Inc., Quebecor World Olive Branch Inc., Quebecor World Dittler Brothers Inc., Quebecor World Atlanta II LLC, Quebecor World RAI Inc., Quebecor World KRI Inc., Quebecor World Century Graphics Corporation, Quebecor World Waukeee Inc., Quebecor World Logistics Inc., Quebecor World Mid-South Press Corporation, Quebecor Printing Aviation Inc., Quebecor World Eusey Press Inc., Quebecor World Infiniti Graphics Inc., Quebecor World Magna Graphic Inc., Quebecor World Lincoln Inc, and Quebecor World Memphis LLC.